

**IN THE UNITED STATES BANKRUPTCY COURT  
OF THE NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE:**

**MARSHA D. RUFFINS, Plaintiff**

**CHAPTER 7  
CASE NO 10-15143**

**vs.**

**TOWER LOAN OF MISSISSIPPI, INC. and  
JAVORA STAPLES, Defendants**

**ADVERSARY PROCEEDING NO. \_\_\_\_\_**

**COMPLAINT**

COMES NOW the Plaintiff, by and through counsel, and for cause of action against Defendants, would show unto the court as follows, to wit:

**I.**

**JURISDICTION**

That this court has jurisdiction of this matter pursuant to 11 U.S.C. Section 1334. This adversary proceeding relates to the above-referenced Chapter 7 case, pending in this court, and this is a core proceeding under 28 U.S.C. Section 157 (b) (2).

**II.**

**THE PARTIES**

1. That the Plaintiff is an adult resident citizen of Washington County, Mississippi.
2. The Defendant, Tower Loan of Mississippi, Inc., (hereafter "Tower Loan") is a Mississippi corporation, which may be served with process of this court upon its registered agent, John E. Tucker, at 406 Liberty Park Court, Flowood, MS 39232.

3. That the Defendant, Javora Staples, is an adult resident of Washington County, Mississippi, who may be served with process of this court at 705 East Third Street, Leland, Mississippi, 38756.

### **III.**

#### **FACTS**

A. That on or about September 12, 2002, the Debtor purchased certain residential property described as lots 5,6,7 and 8 of Block 1 of the Re-subdivision of Feltus Fifth Addition to the City of Leland in Washington County, Mississippi (Tract 1), by Quitclaim Deed filed of record in Book 2268 at page 596 in the office of the Chancery Clerk of Washington County, Mississippi. On February 17, 2005, the Debtor purchased another tract of residential real property, described as the East forty-two (42) feet of Lot 10, all of lot 11, and the West eight (8) feet of Lot 12, all of Block 2 of the Feltus Re-subdivision of Parts of Blocks 2 and 3 of the Feltus Fourth Addition to the City of Leland in Washington County, Mississippi (Tract 2), by Warranty Deed filed of record in Book 2397 at page 575 in the office of the Chancery Clerk of Washington County, Mississippi. On July 1, 2007, the Debtor executed a Deed of Trust encumbering the above-described property, in the original principal sum of \$63,000.00, to First Tower Loan Inc. d/b/a Tower Loan of Leland, which was filed of record in Book 2523 at page 7317 in the office of the Chancery Clerk of Washington County, Mississippi. On this same date, the Debtor executed a second Deed of Trust in the original principal sum of \$63,000.00, to First Tower Loan Inc., filed of record in Book 2523 at page 7320, in the office of the Chancery Clerk of Washington County, Mississippi.

- B. Following the purported default by the Debtor in the indebtedness secured by said

Deeds of Trust, Tower Loan substituted Mark K. McKay as trustee in each Deed of Trust, and commenced foreclosure with regard to tract 1 by publishing Notice of Foreclosure on January 28, 2008. The foreclosure sale as to tract 1 was held on February 20, 2008, at which sale Tower Loan bid in the sum of \$26,184.64, which was the highest and best bid. As to tract 2, foreclosure was commenced by publication of Notice of Foreclosure beginning on December 19, 2007. The foreclosure sale was held on January 14, 2008, at which sale Tower Loan submitted the highest and best bid in the sum of \$19,922.57. Copies of the Substitute Trustee's Deed with regard to each of these transactions are attached hereto as Exhibits "A" and "B" respectively.

C. Following the foreclosure sales with regard to each of the properties referenced in Paragraph A above, the Debtor communicated with certain agents and employees of Tower Loan, and the Debtor entered into an agreement with Tower Loan to buy back the property described in the Deeds of Trust and the substitute Trustee's Deeds attached hereto. Pursuant to this agreement, Tower Loan agreed to "put the deed back" in the Debtor's name, in consideration for an initial payment of \$2,200.00 plus \$500.00 in attorney fees. Copy of the receipt regarding this transaction is attached hereto as Exhibit "C", reflecting a loan balance of \$48,791.00. The Debtor thereafter made regular and substantial payments against this indebtedness, including the payments listed as follows: February 14, 2009 - \$10,678.00 and February 01, 2010 - \$5,000.00. While the Debtor believes that she remitted other payments subsequent to January 12, 2008, she does not have written proof of such payments, and Tower Loan has refused, after repeated requests, to provide her with a copy of her loan history reflecting all such payments. Nevertheless, the Debtor has copies of the checks and receipts reflecting payments in the total sum of \$17,794.00.

D. That at some point early in September, 2010, the Debtor was notified by the Defendant, Javora Staples, that he had purchased the real property described in Exhibits "A" and "B" attached hereto. The Debtor advised Staples that this was not possible, since she had not executed any document that conveyed title to Staples and since she had received no notice from Tower Loan that she was in default and Tower Loan had otherwise taken no action to dispossess her of the subject real property. However, Staples produced a copy of a Lease-Purchase Agreement, which he had entered into with Tower Loan, reflecting an agreement to lease-purchase the subject property for the sum of \$25,452.00. The Debtor thereafter received a Notice to vacate the property and a Summons for eviction from the Justice Court of Washington County, Mississippi, and on November 16, 2010, the Debtor filed a voluntary Chapter 7 petition in this court.

#### **IV.**

#### **FIRST CAUSE OF ACTION**

#### **BREACH OF CONTRACT**

That the Plaintiff and Defendant, Tower Loan, entered into an agreement whereby the Plaintiff would purchase the subject real property from Tower Loan, by paying regular installments against the Plaintiff's indebtedness to Tower Loan. Said agreement is memorialized by the receipts and checks attached hereto as Exhibits "C", "D" and "E". Upon the initial payment by the Plaintiff to Tower Loan, as set forth above, Tower Loan agreed that it would transfer title to subject property to the Plaintiff, subject to the Plaintiff's indebtedness to Tower Loan. That Tower Loan breached the terms of this agreement, without any notice to the Plaintiff, and entered into a lease-purchase agreement with a third party. Tower Loan is, therefore, liable

to the Plaintiff for Breach of Contract.

**V.**

**SECOND CAUSE OF ACTION**

**WILLFUL BREACH OF CONTRACT / BAD FAITH**

That Tower Loan willfully breached the terms of the agreement which it entered into with Plaintiff, as well as the covenant of good faith and fair dealing implied by law in every contract under Mississippi Law. Tower Loan is, therefore, liable to the Plaintiff for willful or tortious breach of contract.

**VI.**

**THIRD CAUSE OF ACTION**

**FRAUD**

That Tower Loan represented to the Plaintiff that it would re-convey to her the subject real property upon an initial payment of \$2,700.00, subject to the indebtedness which she owed Tower Loan, which she would repay in regular installments. That this representation was false and known to be false by agents and employees of Tower Loan at the time they made such representation. The Plaintiff relied on these representations to her detriment and remitted payments to Tower Loan in the sum of at least \$17,794.00, as reflected by the receipts and checks attached hereto. These representations were false and induced the Plaintiff to make said payments, without any intention of conveying the subject real property to the Plaintiff at any point. The Plaintiff has suffered damages as a result of these false representations in the form of the payments remitted to Tower Loan and the loss of any equitable interest in subject real property. Tower Loan is, therefore, liable to Plaintiff for fraud and/or misrepresentation.

**VII.**

**FOURTH CAUSE OF ACTION**

**SPECIFIC PERFORMANCE**

That this Court should order Tower Loan to specifically perform the terms of the contract which it entered into with the Plaintiff with regard to her purchase of the subject real property, the Plaintiff having no adequate remedy at law. To whatever extent the documentation or evidence presented at trial may not set forth all details of the agreement, this court should construe the agreement and supply reasonable terms and conditions, in accordance with customary lending practices in transactions secured by real property.

**VIII.**

**INJUNCTION**

That pursuant to *Fed. Rule Civ. Proc. 65* and upon reasonable notice to Defendants, this court should enter a preliminary injunction, preliminarily enjoining the Defendants from undertaking any actions to evict or dispossess the Plaintiff of the subject real property. Upon the final hearing on this Complaint, this court should enter a permanent injunction, permanently enjoining either of the Defendants from undertaking any actions to evict or dispossess the Plaintiff from the subject real property, unless and until it is has complied with all the terms and conditions of the agreement to sale subject real property to the Plaintiff and has provided the Plaintiff with notice of default and the opportunity to cure any such default, as would costumarily be provided to a debtor in a lending transaction secured by real property.

**IX.**

**PUNITIVE DAMAGES**

That Tower Loan falsely represented to the Plaintiff that it agreed to reconvey to her the

subject real property and thereby induced the Plaintiff to remit the payments as referenced above. Said representations were false and known to be false at the time they were made. Tower Loan acted willfully, maliciously and/or was grossly negligent, in its dealings with the Plaintiff as lender and borrower respectively and in the manner in which it ultimately breached the terms of its agreement or supposed agreement to reconvey the subject real property to the Plaintiff and/or finance the Plaintiff's purchase of the subject real property. On information and belief, it is Plaintiff's further contention that agents, employees and representatives of Tower Loan colluded with third parties to sell the subject real property at an exceptionally low price and to ultimately reap a financial windfall from the sale of the subject real property. Therefore, Plaintiff should be entitled to an award of punitive damages and attorney fees against Tower Loan, upon a showing by clear and convincing evidence that Tower Loan acted maliciously or with gross negligence, evidencing a willful or callous disregard for the Plaintiff's contractual and proprietary rights, after complying with all pre-requisites to the imposition of punitive damages as may imposed by applicable state or federal law.

**WHEREFORE**, Premises Considered, the Plaintiff prays for the following relief:

1. That she be awarded actual damages against Tower Loan in the sum of \$50,000.00;
2. That she be awarded punitive damages against Tower Loan in the sum of \$200,000.00;
3. That this court construe the terms of the agreement entered into between the Plaintiff and Tower Loan and enter an Order compelling Tower Loan to specifically perform the terms of the agreement;

4. That this court enter a preliminary injunction, upon reasonable Notice to the Defendants, preliminarily enjoining the Defendants or either of them from taking any actions to evict or dispossess the Plaintiff of the subject real property; and that upon hearing on the merits in this cause, said preliminary injunction be made a permanent injunction;

5. That the Plaintiff be awarded all costs and attorney fees occurred in connection with this matter until its conclusion; and

6. Plaintiff prays that she be awarded such other, further and general relief as may be necessary and appropriate under the particular facts and circumstances of this matter as set forth above and as may be presented in trial.

**RESPECTFULLY SUBMITTED** on this, the 29<sup>th</sup> day of December, 2010.

/s/ Glenn H. Williams 

**GLENN H. WILLIAMS, MSB #7236**

**Attorney for Debtor**

**201 North Pearman Avenue**

**Cleveland, MS 38372**

**Telephone (662) 843-3797**



2510 2007  
Recorded in the Ab.  
Deed Book & Page  
04-16-2008 03:29:29 PM  
Marilyn Hansell Chancery Clerk  
Washington County

**SUBSTITUTED TRUSTEE'S DEED**

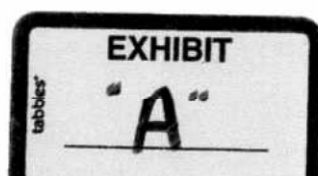
WHEREAS, on July 31, 2007, Marsha Ruffins executed a Deed of Trust to John E. Tucker, Trustee for the benefit of First Tower Loan, Inc. d/b/a Tower Loan of Leland, as recorded in the office of the Chancery Clerk of Washington County, Mississippi, in Book 2523 at Page 7317, securing an indebtedness therein described and covering the property hereinafter described;

WHEREAS, said First Tower Loan, Inc. d/b/a Tower Loan of Leland, under the power granted to it in said Deed of Trust, by instrument of date January 2, 2008, duly spread upon the record and recorded in Book 2524 at Page 218 in the office of the Chancery Clerk aforesaid, did substitute the undersigned Marc K. McKay in the place and stead of the original Trustee and of any other Substituted Trustee;

WHEREAS, I did advertise the hereafter described property for sale in *The Delta Democrat-Times*, Greenville, Mississippi, on January 28, 2008, February 4, 2008, February 11, 2008 and February 18, 2008; and,

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness, First Tower Loan, Inc. d/b/a Tower Loan of Leland, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorneys' fees, Substituted Trustee's fees and expenses of sale; and,

WHEREAS, the Substituted Trustee's Notice of Sale, in accordance with the hereinbefore mentioned Deed of Trust, provided that said property would be sold on February 20, 2008, between



the legal hours of 11:00 a.m. and 4:00 p.m., at the Washington County Courthouse at Greenville, State of Mississippi; and,

WHEREAS, the undersigned Substituted Trustee, after posting and publication of Notice of Sale as required by the terms of the Deed of Trust and the laws of the State of Mississippi within the legal hours (being between the hours of 11:00 a.m. and 4:00 p.m.) on the 20th day of February, 2008, at public outcry, offered the hereinafter described property for sale at the South Front Door of the Washington County Courthouse at Greenville, Mississippi; and,

WHEREAS, everything necessary to be done was done to make and effect a good and lawful sale; and,

WHEREAS, at such sale Tower Loan of Mississippi, Inc., Flowood, Mississippi, bid the sum of \$26,184.64; and,

WHEREAS, said bid by Tower Loan of Mississippi, Inc. was the highest and best bid; and,

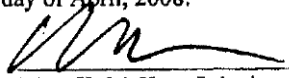
WHEREAS, the within described property was there and then struck off to Tower Loan of Mississippi, Inc. and Tower Loan of Mississippi, Inc. was declared the purchaser thereof; and,

NOW, THEREFORE, I, **MARC K. MCKAY**, Substituted Trustee, in consideration of the full payment of the sum of \$26,184.64, do hereby sell and convey to **TOWER LOAN OF MISSISSIPPI, INC.** a Mississippi Business Corporation, the following described property located and situated in Washington County, Mississippi, to-wit:

The East forty-two (42) feet of Lot 10, all of Lot 11, and the West eight (8) feet of Lot 12, all in Block 2 of the Feltus Resubdivision of parts of Blocks 2 and 3 of the Feltus Fourth Addition to the City of Leland, Washington County, Mississippi, as shown by a plat of said Resubdivision recorded in Plat Book 3 at Page 23 thereof of the land records of Washington County, Mississippi.

I convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE, this the 9th day of April, 2008.

  
Marc K. McKay, Substituted Trustee

STATE OF MISSISSIPPI:

COUNTY OF MADISON:


PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority, in and for the aforesaid county and state, on this the 9th day of April, 2008, within my jurisdiction, the within named Marc K. McKay, Substituted Trustee, who acknowledged to me that he executed the above and foregoing Substituted Trustee's Deed on the year and date therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE.

MY COMMISSION EXPIRES

2-3-12



  
NOTARY PUBLIC

GRANTOR'S ADDRESS:

Marc K. McKay, Substituted Trustee  
Post Office Box 2488  
Ridgeland, Mississippi 39158-2488  
(601) 572-8778

GRANTEE'S ADDRESS:

Tower Loan of Mississippi, Inc.  
P. O. Box 320001  
Flowood, MS 39232  
601-992-5176

2510 2100  
Deed Book & Page

Prepared by:

Marc K. McKay  
MCKAY SIMPSON LAWLER FRANKLIN  
& FOREMAN, PLLC  
Attorney at Law  
Post Office Box 2488  
Ridgeland, Mississippi 39158-2488  
(601) 572-8778

***INDEXING INSTRUCTIONS: Lot 10, Lot 11, and Lot 12, Block 2 Feltus Resubdivision of parts of Blocks 2 and 3 of the Feltus Fourth Addition to the City of Leland, Washington County, Mississippi***

WHEREAS, said First Tower Loan, Inc. does Tower Loan of Leland, as recorded in the office of the Chancery Clerk of Washington County, Mississippi in Book 2508 at Page 7217, securing an indebtedness therein described and covering the property herein-after described;

WHEREAS, default having been made by said Mortimer Puffin in the payment of the above mentioned indebtedness as it fell due, and payment having been received by First Tower Loan, Inc. dole Tower Loan of Leland, the legal holder of the indebtedness secured by and described in the above mentioned Deed of Trust;

WE HEREBY, the undersigned who called upon to administer the Trust therein contained, the owner of the indebtedness secured by said Deed of Trust, and to sell said property under the provisions of said Deed of Trust for the purpose of raising said sum as secured and unpaid, together with the expenses of selling same, including Trustee's and attorney's fees.

NOW, THEREFORE, I, the undersigned Marc K. McKay being the Substituted Trustee, do hereby give notice that on Thursday, January 11, 2008 at 11:00 o'clock a.m. and 4:00 o'clock p.m., being legal hours of sale, I will proceed to sell at public outcry, to the highest bidder for cash, at the South Front Door of the Washington County Courthouse in Greenville, State of Mississippi, the following real property described and conveyed in said Deed of Trust, being and being located in Washington County, Mississippi and being more particularly described as follows, to-wit:

The East forty-two (42) feet of Lot 10, all of Lot 11, and the West eight (8) feet of Lot 12, all in Block 2 of the Police Resubdivision of parts of Blocks 2 and 3 of the Felton Fourth Addition to the City of Leland, Washington County, Mississippi, as shown by a plat of said Resubdivision recorded in Plat Book 3 at Page 23 thereof of the land records of Washington County, Mississippi.

I will convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE, this 21st day of January, 2008.

By MARC K. MCKAY  
SUBSTITUTED TRUSTEE

MCKAY SIMPSON LAWLER FRANKLIN  
& FOREMAN, PLLC  
Attorneys at Law  
Post Office Box 2488  
Richmond, Mississippi 39158-2488  
(601) 572-5778

POSTED THIS January 22, 2008

PUBLISHED: January 28, 2008, February 4, 2008, February 11, 2008, February 18, 2008

# THE STATE OF MISSISSIPPI

County of Washington, City of Greenville

me, Sarah Lauren Moose, a Notary Public in and for

CATHY BRAMUCHI, who makes oath that she is duly qualified and published in the City of Greenville, Washington County, Mississippi, called

## The Delta Democrat-Times

uses and says that the publication of a notice, a true copy of which is hereto affixed,

4 weeks consecutively, to-wit:

In Volume 139 Number 128 Dated January 28, 20 08

In Volume 139 Number 134 Dated February 4, 20 08

In Volume 139 Number 140 Dated February 11, 20 08

In Volume 139 Number 146 Dated February 18, 20 08

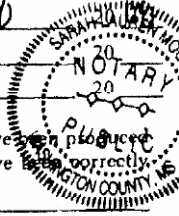
In Volume \_\_\_\_\_ Number \_\_\_\_\_ Dated \_\_\_\_\_, 20 \_\_\_\_\_

In Volume \_\_\_\_\_ Number \_\_\_\_\_ Dated \_\_\_\_\_, 20 \_\_\_\_\_

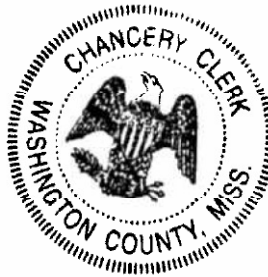
several numbers of said newspaper containing the above notice have been placed in the copy annexed and that I find the publication thereof to have been correctly

Cathy Bramuchi  
is 18 day of February, 2008

3 NOTARY PUBLIC STATE OF MISSISSIPPI  
MY COMMISSION EXPIRES: Jan 25, 2011  
BONDED (FOR NOTARY PUBLIC) UNDERWRITERS  
Sarah Lauren Moose  
Notary Public.



2510 2102  
Deed Book & Page



I, Marilyn Hansell, Chancery Clerk,  
do hereby certify this instrument was filed on  
December 29, 2010  
at 2:00 PM in Deed Book  
2510 at pages 2097 - 2102  
Marilyn Hansell Chancery Clerk

*L. Gear*



**SUBSTITUTED TRUSTEE'S DEED**

2510 539  
Recorded in the Above  
Deed Book & Page  
01-28-2008 09:09:17 AM  
Marilyn Hansell, Chancery Clerk  
Washington County

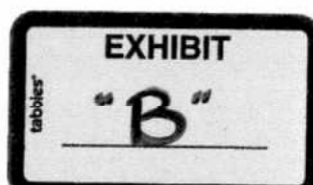
WHEREAS, on July 31, 2007, Marsha Ruffins a/k/a Marsha Ruffin, as recorded in the office of the Chancery Clerk of Washington County, Mississippi, in Book 2523 at Page 7320, executed a Deed of Trust to John E. Tucker, Trustee for the benefit of First Tower Loan, Inc. d/b/a Tower Loan of Leland, securing an indebtedness therein described and covering the property hereinafter described;

WHEREAS, said First Tower Loan, Inc. d/b/a Tower Loan of Leland, under the power granted to it in said Deed of Trust, by instrument of date November 14, 2007, duly spread upon the record and recorded in Book 2523 at Page 12533, in the office of the Chancery Clerk aforesaid, did substitute the undersigned Marc K. McKay in the place and stead of the original Trustee and of any other Substituted Trustee;

WHEREAS, I did advertise the hereafter described property for sale in *The Delta Democrat Times*, Greenville, Mississippi, on December 19, 2007, December 26, 2007, January 2, 2008, and January 9, 2008; and,

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness, First Tower Loan, Inc. d/b/a Tower Loan of Leland, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorneys' fees, Substituted Trustee's fees and expenses of sale; and,

WHEREAS, the Substituted Trustee's Notice of Sale, in accordance with the hereinbefore mentioned Deed of Trust, provided that said property would be sold between the legal hours of



2510 540  
Deed Book & Page

11:00 a.m. and 4:00 p.m., at the Washington County Courthouse at Greenville, State of Mississippi; and,

WHEREAS, the undersigned Substituted Trustee, after posting and publication of Notice of Sale as required by the terms of the Deed of Trust and the laws of the State of Mississippi within the legal hours (being between the hours of 11:00 a.m. and 4:00 p.m.) on the 14th day of January, 2008, at public outcry, offered the hereinafter described property for sale at the South Front Door of the Washington County Courthouse at Greenville, Mississippi; and,

WHEREAS, everything necessary to be done was done to make and effect a good and lawful sale; and,

WHEREAS, at such sale First Tower Loan, Inc. d/b/a Tower Loan of Leland, Flowood, Mississippi bid the sum of \$19,922.57; and,

WHEREAS, said bid by First Tower Loan, Inc. d/b/a Tower Loan of Leland was the highest and best bid; and,

WHEREAS, the within described property was there and then struck off to First Tower Loan, Inc. d/b/a Tower Loan of Leland and First Tower Loan, Inc. d/b/a Tower Loan of Leland was declared the purchaser thereof; and,

NOW, THEREFORE, I, Marc K. McKay, Substituted Trustee, in consideration of the full payment of the sum of \$19,922.57 do hereby sell and convey to First Tower Loan, Inc. d/b/a Tower Loan of Leland, a Mississippi Corporation, the following described property located and situated in Washington County, Mississippi, to-wit:

Lots 5, 6, 7 and 8 of Block 1 of the re-subdivision of Feltus Fifth Addition to the City of Leland, Washington County, Mississippi. The parcel number is 30415200000.

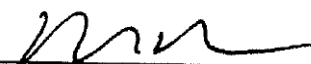
I convey only such title as is vested in me as Substituted Trustee.



WITNESS MY SIGNATURE, this the 24th day of January, 2008.

2510 541

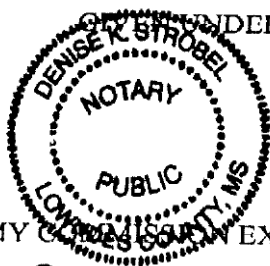
Deed Book & Page

  
\_\_\_\_\_  
Marc K. McKay, Substituted Trustee

STATE OF MISSISSIPPI:

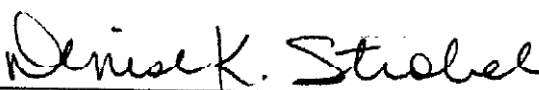
COUNTY OF MADISON:

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority, in and for the aforesaid county and state, on this the 24<sup>th</sup> day of January, 2008, within my jurisdiction, the within named Marc K. McKay, Substituted Trustee, who acknowledged to me that he executed the above and foregoing Substituted Trustee's Deed on the year and date therein mentioned.



MY COMMISSION EXPIRES:

9-10-2010

  
\_\_\_\_\_  
NOTARY PUBLIC

GRANTOR'S ADDRESS:

Marc K. McKay, Substituted Trustee  
Post Office Box 2488  
Ridgeland, Mississippi 39158-2488  
(601)572-8778

GRANTEE'S ADDRESS:

First Tower Loan, Inc. d/b/a Tower Loan  
of Leland  
Post Office Box 320001  
Flowood, Mississippi 39232-0001  
(601) 992-0936

Prepared by:

Marc K. McKay  
MCKAY SIMPSON  
LAWLER FRANKLIN & FOREMAN, PLLC  
Attorney at Law  
Post Office Box 2488  
Ridgeland, Mississippi 39158-2488  
(601) 572 8778

INDEXING INSTRUCTIONS: Lots 5, 6, 7, and 8, Block 1, Re-Subdivision of Feltus Fifth Addition to the City of Leland, Washington County, Mississippi

In the County of Washington, State of Mississippi, in Book 2523 at Page 7323, executed a Deed of Trust to John E. Tucker, Trustee for the benefit of First Tower Loan, Inc. d/b/a Tower Loan of Leland, securing an indebtedness therein described and covering the property hereinafter described;

WHEREAS, said First Tower Loan, Inc. d/b/a Tower Loan of Leland, under the power granted to it in said Deed of Trust, by instrument of date November 14, 2007, duly spread upon the record and recorded in Book 2523 at Page 12533, in the office of the Chancery Clerk alone, said did substitute the undersigned Marc K. McKay in the place and stead of the original Trustee and of any other Substituted Trustee;

WHEREAS, default having been made by said borrower after Marshie Leland, the owner of the above mentioned indebtedness, in full due, and payment thereof being demanded by First Tower Loan, Inc. d/b/a Tower Loan of Leland, the legal holder of the indebtedness secured by and described in the above mentioned Deed of Trust;

WHEREAS, the undersigned was called upon to execute the Trust therein contained, the owner of the indebtedness secured by said Deed of Trust having declared it due and payable, and to sell said property under the provisions of said Deed of Trust for the purpose of raising said sum so secured and unpaid, together with the expenses of selling same, including Trustee's and attorney's fees;

NOW, THEREFORE, I the undersigned, Marc K. McKay, being the Substituted Trustee, as hereby given notice that on January 14, 2008, between 1:00 o'clock a.m. and 4:00 o'clock p.m., being legal hours of sale, I will proceed to sell at public outcry, to the highest bidder for cash, at the South Front Door of the Washington County Courthouse in Greenville, State of Mississippi, the following real property described and conveyed in said Deed of Trust, lying and being situated in Washington County, Mississippi and being more particularly described as follows, to-wit:

Lots 5, 6, 7 and 8 of Block 1 of the subdivision of Feltus Fifth Addition in the City of Leland, Washington County, Mississippi. The parcel number is 30415200000.

I will convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE, this the 19th day of December, 2007.

Marc K. McKay  
MARC K. MCKAY  
SUBSTITUTED TRUSTEE

MCKAY SIMPSON LAWYER FRANKLIN & FOREMAN, PLLC  
Attorneys at Law  
Post Office Box 2488  
Pisgah, Mississippi 39158-2488  
(601) 572-8778

POSTED THIS December 14, 2007

PUBLISHED: December 19, 2007,  
December 26, 2007, January 2, 2008,  
and January 9, 2008

# THE STATE OF MISSISSIPPI<sup>542</sup>

County of Washington, City of Greenville

Deed Book & Page

before me, Sarah Lauren Moose, a Notary Public in and for  
Lelane Ray, who makes oath that she  
per printed and published in the City of Greenville, Washington County, Mississippi, called

## The Delta Democrat-Times

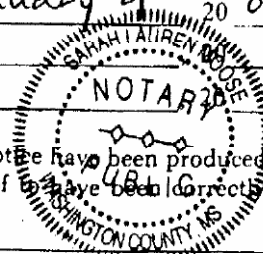
orn, deposes and says that the publication of a notice, a true copy of which is hereto affixed,  
aid paper 4 weeks consecutively, to-wit:

|           |            |        |            |       |                    |              |
|-----------|------------|--------|------------|-------|--------------------|--------------|
| In Volume | <u>139</u> | Number | <u>94</u>  | Dated | <u>December 19</u> | 20 <u>07</u> |
| In Volume | <u>139</u> | Number | <u>100</u> | Dated | <u>December 26</u> | 20 <u>07</u> |
| In Volume | <u>139</u> | Number | <u>106</u> | Dated | <u>January 2</u>   | 20 <u>08</u> |
| In Volume | <u>139</u> | Number | <u>112</u> | Dated | <u>January 9</u>   | 20 <u>08</u> |
| In Volume |            | Number |            | Dated |                    |              |
| In Volume |            | Number |            | Dated |                    |              |

that the several numbers of said newspaper containing the above notice have been produced  
pared with the copy annexed and that I find the publication thereof to have been correct

Lelane Ray  
and seal this 9 day of January, 2008

3  
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Jun 23, 2011  
BONDED THROUGHOUT THE STATE OF MISSISSIPPI  
Sarah Lauren Moose  
Notary Public.



2510 543  
Deed Book & Page



Washington County  
I certify this instrument was filed on  
01-28-2008 09:09:17 AM  
and recorded in Deed Book  
2510 at pages 539 - 543  
Marilyn Hansell Chancery Clerk

Matthews

McKAY Simpson Lawler Franklin & Foreman, PLLC  
P.O. Box 2488  
Ridgeland, MS 39158-2488

1

TOWER LOAN OF LELAND  
(662) 686-9724

RECEIPT FOR PAYMENT

12/12/08 18:04

056823 MARSHA D RUFFINS  
705 E 3RD ST  
LELAND, MS 38756

| DATE PAID | TOTAL PAID | LATE CHG | PRINCIPAL | PAID SYS | BALANCE  |
|-----------|------------|----------|-----------|----------|----------|
| 12/12/08  | 2200.00    | 84.00    | 2116.00   | CAC      | 48791.00 |

Dear Customer:  
You can obtain an additional \$ 9083.62 from us, if you need it.  
Just ask the manager.

Thank you for helping us raise over \$71,000 to find a Cure  
for Diabetes!

~~Legal Fee~~ Legal Fee.

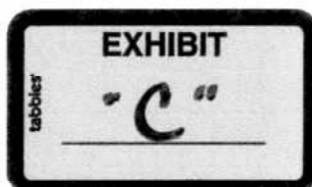
DATE \_\_\_\_\_

**Downtime Counter Receipt -- TOWER LOAN, RELIABLE FINANCE**

| Account No. | Last Name | Total Paid | Paid Principal | Paid to Late Charge | Principal Balance |
|-------------|-----------|------------|----------------|---------------------|-------------------|
|             | Ruffins   | \$ 500     | 500            |                     |                   |

**This receipt is subject to audit.**

We value you and your business and want you to know that additional cash may be  
available to you, subject to our usual credit policies. Let us know how much!



# Pacific Capital Bancorp

Current Date: September 29, 2010

Account Number: 1580885  
Capture Date: March 10, 2009  
Item Number: 5250011127633  
Posted Date: March 10, 2009  
Amount: 10,678.00  
Record Type: Debit  
Run Number: 2504  
Batch Number: 250251

TO marsha

THIS CHECK HAS GREEN BACKGROUND ON WHITE PAPER. MUST HAVE SEAL IN UPPER LEFT MATCHING SEAL IN LOWER RIGHT.

**SANTA BARBARA BANK & TRUST**  
Member FDIC  
PO Box 1390  
Solana Beach, CA 92075  
CHECK VERIFICATION: Visit [www.sbbtrst.com](http://www.sbbtrst.com)  
or call (800) 455-7228 (SBBT)

Authorization Number: 12602571

**CASHIER'S CHECK**  
EJ1J71

01016887  
DATE: 02/14/09

01016887  
SOCIAL SECURITY NUMBER: NA

AMOUNT: \$10,678.00

HEATSEALER™ SECURITY SPOT

PAY TO THE ORDER OF: TEN THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND 00/100  
M AND R TAX CENTER  
705 EAST THIRD ST  
LELAND MS 38756-

THIS DOCUMENT CONTAINS FLUORESCENT FIBERS AND A REFLECTIVE WATERMARK ON REVERSE SIDE.

01016887 0122220593 01580 885 0001067800

0100923397

**EXHIBIT**  
"D"

Marsha Ruffens

FOR DEPOSIT ONLY

LOWER LEFT OF FRONT

IF THIS CHECK IS BEING USED TO DEPOSIT THE BALANCE OF YOUR RETIRED VETERAN'S SAVINGS FUND (RVSF) FUND, YOU MUST SIGN AND DATE THE CHECK AND ATTACH IT TO THE ATTACHED FORM. YOU MUST SIGN AND DATE THE CHECK AND ATTACH IT TO THE ATTACHED FORM. YOU MUST SIGN AND DATE THE CHECK AND ATTACH IT TO THE ATTACHED FORM.

920963002100000  
0102/20/20 16220035901

1122  
DB-543733

PAY TO THE  
ORDER OF

## Tower Loan

2-1-10 DAT

Five Thousand dollars

0011483  

## REGIONS

51823

065305436: 0079769330 1122

4:065305436: 0079769330 1 1 22 0000500000

REC-1 644 02/23/19  
6592 1041317-8  
542 52000019  
50 0036057  
1200396026

000001200396026

>065300279<  
Greenville - Lel  
2010-02-02  
1200396026

FOR DEPOSIT ONLY  
IN THE LOAN OF LEVARD, INC.

065300279 02/02/2010  
00060439640  
\*061000146\* 02/03/2010  
661:774902

↓ Do not endorse or write below this line. ↓

tabbles®

EXHIBIT

"E"